pant, or who comes under an implied invitation arising from the fact that the object of his visit is one in which he and the occupant have mutuality of interest. *Bennett* v. *Railroad Co.,* 102 U. S. 577; *Norris* v. *Nawn Contracting Co.,* 206 Mass. 58. But there may be some question as to whether the court was justified in requiring the plaintiff to put in evidence "to show what precautions are usual and proper" under the circumstances. The burden of proving negligence was upon the plaintiff who placed his reliance upon the doctrine of *res ipsa loquitur,* which means that the facts of the occurrence warrant an inference of negligence. It does not shift the burden of proof. *Sweeney* v. *Erving,* 228 U. S. 233. But the attendant circumstances which justify the inference must be proved and not left to mere speculation, and the inference to be drawn must be the only one reasonably and fairly to be drawn therefrom. *Ruppert* v. *Brooklyn Heights R. R. Co.,* 154 N. Y. 90. The mere falling of a cornice does not raise such an inference of negligence unless it be supported by evidence showing that the exercise of reasonable diligence would have disclosed the defective condition of the cornice. The decision in the principal case is in accord with *Hollander* v. *Hudson,* 152 (N. Y.) App. Div. 131, which presents an analogous situation. The principal case must also be distinguished from those in which the falling object injures a person on the highway, where the action is more properly one of nuisance.

SPECIFIC PERFORMANCE OF CONTRACT—CONTRACT UNENFORCIBLE.—Between the date of execution of a contract to purchase land, which was to be used for business purposes by defendant, the prospective purchaser, and the date of consummation of the contract, the use of land in that vicinity for other than residential purposes was prohibited by a resolution of the city board of estimates. *Held,* specific performance of the contract would not be decreed against the purchaser because, in view of the resolution, the decree would be inequitable. *Anderson* v. *Steinway & Sons,* (N. Y., 1917), 117 N. E. 575.

Instances of a subsequent event not reasonably to be anticipated at the time the contract was executed are seen in *Willard* v. *Tayloe,* 8 Wall. 557, where, by an act of Congress, bank notes were substituted for gold and silver as legal tender, the latter being legal tender at the time the contract was made; in *Gotthelf* v. *Stranahan,* 138 N. Y. 345, where assessments for grading and paving streets were levied on property after the execution of a contract in regard to said property; in *Gamble* v. *Garlock,* 116 Minn. 59, where fire destroyed the house on the premises previously contracted to be sold; in *Richardson Shoe Mach. Co.* v. *Essex Mach. Co.,* 207 Mass. 219, and in *Triumph Electric Co.* v. *Thullen,* 228 Fed. 762, where the situation of the parties to the contract was radically changed after the date of the execution of the contract. The instant case follows *Willard* v. *Tayloe, supra* and *Gotthelf* v. *Stranahan, supra,* saying it is not distinguishable on principle.